

LAW OFFICES
BAKER, DONELSON, BEARMAN & CALDWELL

A PROFESSIONAL CORPORATION
FIRST TENNESSEE BUILDING

165 MADISON AVENUE

SUITE 2000

MEMPHIS, TENNESSEE 38103

(901) 526-2000

FACSIMILE

(901) 577-2303

RECEIVED MISSISSIPPI
JACKSON

GEORGIA

*03 MAR 26 AM 10 59 ATLANTA

WASHINGTON, D.C.

TN REGULATORY AUTHORITY
DOBBINS INTERNATIONAL, LLC
BEIJING, CHINA
REPRESENTATIVE OFFICE

TENNESSEE

MEMPHIS
NASHVILLE
CHATTANOOGA
KNOXVILLE
JOHNSON CITY

THOMAS BARNETT
Direct Dial: (901) 577-2308
Direct Fax: (901) 577-0848
E-Mail Address: tbarnett@bdbc.com

March 25, 2003

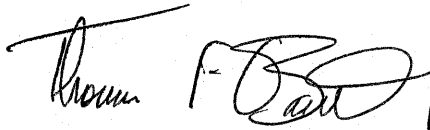
Kim Beals
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: In re US LEC, no. 02-00890

Dear Ms. Beals:

Enclosed please find a copy of the Customer Service Agreement between US LEC and Airstream. This is the most legible copy of the agreement that Airstream possesses. I apologize for any inconvenience.

Best regards,



Thomas Barnett

Enclosure

cc: Henry Walker
Boult, Cummings, Conners & Berry
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219



ADVANTAGE Customer Service Agreement

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:

US LEC OF TENNESSEE INC., a Delaware corporation ("US LEC"), having its principal place of business at Harpeth on Green V, 105 Westwood Place, Suite 100, Brentwood, Tennessee 37027; and

Customer Name: AIRSTREAM WIRELESS SVCS
State of Incorporation or Organization: _____
Physical Address: 1000 JUNE ROAD
City: Memphis State: TN Zip: 38119
Contact Name: JASON BRAVERMAN Title: _____
Phone: (901) 763-3030 Fax: _____
Email: _____
Tax Exempt Certificate Number *: _____

* Please attach a copy of your tax-exempt certificate, if applicable. You will be charged tax if this document is not provided.

Billing Address (if different): N/A
City: N/A State: N/A Zip: N/A

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Exhibit 1 herein.

Customer selects the following commitments:

Minimum Monthly Usage Commitment (includes local, long distance, toll inbound (Toll Free) and data usage):

\$40,000

Minimum Term Commitment (commencing on service initiation):

12 months

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Usage Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in US LEC's tariffs for local, long distance toll, and/or data services and as detailed below by Customer location.

CONFIDENTIAL

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GENERAL TERMS AND CONDITIONS

1. **Agreement Subject to Tariffs.** This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs and price lists (collectively, the "Tariffs") filed with federal and state regulatory agencies. Tariff rates and terms are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Tariffs in effect from time to time. If, prior to the expiration of the term of this Agreement, US LEC voluntarily or involuntarily, as a result of governmental or judicial action, cancels, in whole or in part, any Tariff on file, where the affected provisions prior to such cancellation applied to any Service(s) US LEC provides under this Agreement, then effective on such cancellation and for the remainder of the term, this Agreement shall consist of the following, in order of precedence from (a) through (c): (a) US LEC Tariff provisions that remain in effect ("Effective Tariffs"); (b) specific provisions contained in this Agreement that expressly apply in lieu of, or that apply in addition to, provisions contained in the Effective Tariffs; and (c) provisions contained in the US LEC Rate Guide to the extent that (a) and (b) above are not applicable. US LEC may amend the US LEC Rate Guide from time to time and will maintain the Rate Guide open for public inspection at one or more offices during normal business hours and on US LEC's website at www.uslec.com. Immediately prior to the cancellation of any Tariff provisions applicable to the Service(s) provided hereunder, US LEC shall incorporate any such provisions into the US LEC Rate Guide and if US LEC fails to incorporate any such provisions, such provisions shall be deemed incorporated into this Agreement as if US LEC has so incorporated such provisions in the US LEC Rate Guide. In all events, the applicable rates and rate schedules shall continue to be subject to any discounts, waivers, credits or restrictions on rate changes that may be contained in this Agreement for Tariffed Services. Where rate and/or discount adjustments would have been made by reference to any canceled Tariff rate, rate schedule, discount and/or discount schedule, these adjustments shall instead be made by reference to the US LEC Rate Guide. To the extent that any adjustment to Tariffed rates, rates schedules, discounts and/or discount schedules is permitted under this Agreement, such adjustment may be made by US LEC to its Rate Guide. All references to Tariffs in this Agreement shall be construed to also mean the documents which will replace those Tariffs following cancellation of the same.
2. **Payment for Services.** Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Tariff. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
3. **Minimum Monthly Usage Commitment.** Customer agrees to pay for the Minimum Monthly Usage Commitment indicated above. In any given month (after the third full month following Service initiation) where Customer's actual usage falls below the Minimum Monthly Usage Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Usage Commitment. If Customer's actual usage is less than Customer's Minimum Monthly Usage Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Usage Commitment, and alter its rates accordingly, to reflect Customer's actual usage in such four month period. US LEC may only reduce Customer's Minimum Monthly Usage Commitment once during each calendar year. Service usage types that contribute toward the Minimum Monthly Usage Commitment include outbound intraLATA; outbound long distance (domestic interstate, intrastate & international); and inbound (Toll Free) service, but only to the extent that such services are billed or invoiced to Customer directly by or through US LEC. Monthly recurring charges for local and long distance access, including line and feature charges, also contribute toward the Minimum Monthly Usage Commitment. Charges that do not contribute to the Minimum Monthly Usage Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Usage Commitment.
4. **Customer Satisfaction Guarantee.** If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
5. **Term: Automatic Renewal.** This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
6. **Termination.** (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach: provided, however, that if the breach relates to the failure by Customer to pay any amounts owing hereunder when due, then notice of termination may be effective on the day notice is given.

(B) If, prior to the expiration of the Minimum Term Commitment of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Usage Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. If, prior to the expiration of the Minimum Term Commitment, Customer terminates the Service(s) as provided in Paragraph 4 above, Customer shall be liable to US LEC for repayment of any promotional credits (including but not limited to DTI credits), discounts or fee waivers (including but not limited to installation fee waivers) previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason, Customer acknowledges and agrees that US LEC may withhold customer service information (including, but not limited to, customer telephone numbers) until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.



7. **Certain Damages.** Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
8. **Special Construction.** Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
9. **Liability of US LEC; Disclaimer of Warranties.** The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall be liable or responsible for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any incidental, indirect or consequential damages arising from any Services provided under this Agreement or any interruption or failure of any such Services. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. BY ENTERING INTO THIS AGREEMENT CUSTOMER HEREBY FOREVER RELEASES AND FORGIVES US LEC FROM ANY SUCH LIABILITY, KNOWN OR UNKNOWN AND WHETHER NOW EXISTING OR HEREAFTER ARISING.
10. **Credit Information.** US LEC reserves the right to request a copy of Customer's most recent financial statement and/or remittance portion of the invoice from Customers previous or current telecommunication carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
11. **Entire Agreement; Modification; Waiver.** This Agreement and any attachments, exhibits or addendum hereto, and any applicable Tariff provisions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Tariffs, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
12. **Notices.** All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) when mailed, or (b) when received, if delivered by hand.
13. **Governing Law; Assignment; Miscellaneous.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina without regard to its choice of law rules. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to any of its affiliates as long as such affiliate is licensed to provide the services assigned to it and US LEC remains responsible for the performance of all of its obligations under this Agreement. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Internet Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

**THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE ONLY
IF LONG DISTANCE ONLY IS CHOSEN**

Percentage of Interstate Usage (PIU). Customer agrees to meet a minimum PIU requirement, as a percentage of total billed traffic minutes, of forty percent (40%) of total billed traffic minutes. This requirement shall not apply in the state of Georgia. Customers not meeting this threshold of interstate traffic will, at US LEC's discretion, face termination of contract as per Paragraph 6.



**THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE ONLY
IF TOLL FREE INBOUND OR LOCAL TOLL FREE IS CHOSEN**

Fraud Notice. US LEC hereby notifies Customer that fraud potential exists when using Toll Free Inbound or Local Toll Free Service to remotely access Customer's phone equipment for the purpose of gaining access to an outside line (through the use of DISA or any other method).

Fraud Waiver. US LEC recommends that Customer configure its phone equipment to prevent the use of Toll Free Inbound or Local Toll Free Services to remotely access Customer's phone equipment for the purpose of gaining access to an outside line (through the use of DISA or any other method) due to the potential for unauthorized or fraudulent calls, and Customer agrees to be responsible for and pay all charges relating to all calls made to or from their premises or to or from services provided by US LEC.

Liability of US LEC. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S FAILURE TO PROVIDE ADEQUATE PROTECTION FROM TOLL FRAUD. BY SIGNING THIS CUSTOMER SERVICE AGREEMENT, CUSTOMER HEREBY FOREVER RELEASES AND FORGIVES US LEC FROM ANY SUCH LIABILITY, KNOWN OR UNKNOWN AND WHETHER EXISTING OR HEREAFTER ARISING.

Toll Free Resp.Org. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies Tariff FCC#1, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any Customer. Subject to the preceding sentence, where a Customer requests that US LEC serve as its Resp.Org., US LEC will subscribe to Toll Free Directory Listing for the number(s) assigned to the Customer. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer is responsible for payment of any outstanding Toll Free Directory Listing responsibility. US LEC reserves the right not to honor a Customer's request for a Resp.Org. change until all delinquent charges are paid in full. Recurring charges, as specified in the applicable tariff, shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org. or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

Facilities. It is Customer's responsibility to obtain an adequate number of access lines from US LEC for Toll Free and/or Local Toll Free Service to meet Customer's reasonably expected demand.

**THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE ONLY IF
LONG DISTANCE ONLY IS CHOSEN OR 911/411/OPERATOR SERVICES ARE NOT AVAILABLE**

The services provided to customers of US LEC under this Customer Service Agreement do not include Local access, 911 access, 411 access, or Operator Services. Customer's access to Local, 911, 411 and Operator Services must be made on local access facilities provided by Customer's local dial tone provider. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ATTEMPTS TO ACCESS 911, 411 OR OPERATORS FROM US LEC PROVIDED ACCESS FACILITIES. BY ENTERING INTO THIS AGREEMENT CUSTOMER HEREBY FOREVER RELEASES AND FORGIVES US LEC FROM ANY SUCH LIABILITY, KNOWN OR UNKNOWN AND WHETHER NOW EXISTING OR HEREAFTER ARISING.

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**TERMS AND CONDITIONS ARE APPLICABLE ONLY IF
CALLING CARD SERVICE IS CHOSEN**

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Exhibit 1

For the following Customer location(s) (note existing NPA/NXX)

Location:

Customer Name: **AIRSTREAM WIRELESS SVCS**
 Address : **1000 JUNE ROAD**
 City: **Memphis** State : **TN** Zip : **38119** County : **Shelby**
 Main Telephone **(901) 763-3030**

For the following Service(s):

Local Service	<input type="checkbox"/>	Long Distance	<input checked="" type="checkbox"/>	Toll Free (Inbound)	<input type="checkbox"/>
Local Toll Free	<input type="checkbox"/>	Calling Cards	<input type="checkbox"/>	US LECnet	<input type="checkbox"/>
Frame Relay	<input type="checkbox"/>	DPL	<input type="checkbox"/>	DSL	<input type="checkbox"/>

All Services chosen under this Agreement or in any Addendum hereto are referred to herein as the "Services".

911/411/Operator Services included ☒ Yes ☐ No**In Service Products:**

Service Information		Monthly Recurring	Monthly Recurring	One Time / Non-Recurring	Additions/ Changes	
Description	Quantity	Unit Price	Total MRC	NRC	Initial	Date
Total Monthly & NRC Charges			\$0.00	\$0.00		

Proposed Add Products:

Service Information		Monthly Recurring	Monthly Recurring	One Time / Non- Recurring	Additions/ Changes	
Description	Quantity	Unit Price	Total MRC	NRC	Initial	Date
ADVANTAGE World //3543	4	\$0.00	\$0.00	\$0.00		
MRC - LD Only T-1 //3391	4	\$200.00	\$800.00	\$0.00		
NRC - Access Only T-1 //3392	4	\$1000.00	\$0.00	\$4000.00		

Exhibit 1**Proposed Add Products:**

Service Information		Monthly Recurring	Monthly Recurring	One Time / Non- Recurring	Additions/ Changes		
Description	Quantity	Unit Price	Total MRC	NRC		Initial	Date
Total Monthly & NRC Charges			\$800.00	\$4000.00			

Disconnect Products:

Service Information		Monthly Recurring	Monthly Recurring	One Time / Non-Recurring	Additions/ Changes		
Description	Quantity	Unit Price	Total MRC	NRC		Initial	Date
Total Monthly & NRC Charges			\$0.00	\$0.00			

Of

of

[illegible]

**ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT
BETWEEN US LEC OF TENNESSEE INC. AND
AIRSTREAM WIRELESS SERVICES**

This Addendum made as of the 11th day of April, 2002, by and between US LEC of Tennessee Inc. ("USLEC"), a Delaware corporation with an office at Lenox Park Building C, 3150 Lenox Park Drive, Suite 417, Memphis TN 38115 and Airstream Wireless Services ("Customer"), a Delaware corporation with an office at 1000 June Road, Suite 102, Memphis, TN, 38119, contains modifications and additions to the terms and conditions of the Customer Service Agreement (the "Agreement") of even date herewith between USLEC and Customer.

In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, USLEC and Customer hereby agree as follows:

- I. Customer hereby selects a Minimum Monthly Usage Commitment of \$40,000.00.
- II. US LEC will notify Customer at least sixty (60) days in advance of any increase of the tariffed rates for Services to the United Kingdom, Spain, Germany or Italy. Customer may, on prior written notice to US LEC during such sixty (60) day period, terminate provision of Services effective as of the effective date of the rate increase indicated in US LEC's notice. In addition, US LEC may on written notice to Customer, terminate provision of the Services effective as of the effective date of the rate increase indicated in US LEC's notice.
- III. Customer hereby agrees to submit deposits to US LEC as follows:
 - \$40,000.00 prior to Service initiation, and
 - \$40,000.00 within thirty (30) days following Service initiation.

In the event that the Agreement is terminated for any reason, US LEC will return the above-referenced amounts to Customer, less any amounts due to US LEC through the effective date of termination.

- IV. All other terms and conditions of the agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined herein.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEC of Tennessee Inc.

By: _____

Name: _____

Title: _____

Date: _____

Airstream Wireless Services

By:  _____

Name: JASON BRAVERMAN

Title: CEO / President

Date: 4-11-02



APPOINTMENT OF AGENT

Customer Name: AIRSTREAM WIRELESS SVCS
Physical Address: 1000 JUNE ROAD
City: Memphis State: TN Zip: 38119

In connection with this Agreement between US LEC and Customer, Customer hereby appoints US LEC to act as its agent in dealing with any or all of the following:

- a. Local Exchange Carriers
- b. Long Distance Carriers, including but not limited to, AT&T Corp., Sprint and MCI WorldCom
- c. Other and/or Specialized Common Carriers
- d. Facility Providers
- e. Joint User Groups
- f. Equipment Vendors
- g. Consultants

Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, however, that US LEC will not change Customer's long distance carrier without Customer's prior written authorization.

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOMER.

N/A

Customer Main Account Billing Telephone Number

And All Associated Customer Accounts:

Customer: AIRSTREAM WIRELESS SVCS

US LEC of Tennessee Inc.,

By: 

By: _____

Name: JASON BRAVERMAN

Name: _____

Title: CEO

Title: _____

Date: 3/27/2002

Date: _____

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